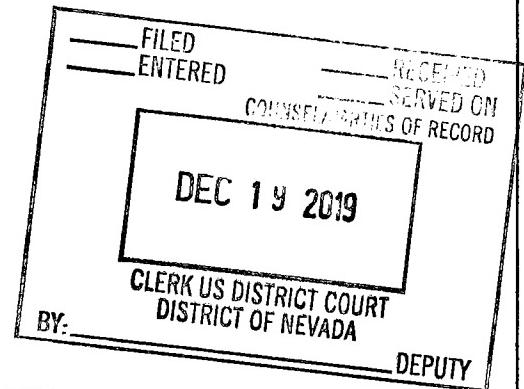


1 Kenneth Dinkins Pro Se
2 9811 w. Charleston # 2-683
3 Las Vegas, NV 89117
4 702-900-1625
SunsetFlipus@gmail.com



5
6 **UNITED STATES DISTRICT COURT**
7
8 **DISTRICT OF NEVADA**

9 MR Kenneth Dinkins Individually.

Case No.2:17-cv-01089-JAD-EJY

10 Plaintiffs,

v.

11 Geraldine Schinzel

**Plaintiff Kenneth
Dinkins's Motion for
Default Judgment**

12 Defendants.

13
14
15 Plaintiff Kenneth Dinkins hereby moves (Motion) this Court to enter Default Judgment
16 against the Defendant Geraldine Schinzel pursuant to Rule 55(b)(2) of the Federal Rules of
17 Civil Procedure. . This Motion is based on the following Memorandum of Points and
18 Authorities, The Affidavit of Plaintiff Kenneth Dinkins, the attached Exhibits and any further
19 evidence and argument the Court will consider.
20

21 Defendant has failed to plead or otherwise defend this Action and resulting in Default being
22 entered against her on 12-12-2019 (ECF 146).
23

24 Plaintiff now asks the Court to Enter Default Judgment and Civil Money Penalties (default
25 judgment) in the Amount of \$300,000
26
27
28

1
2
3
4 **FACTUAL AND PROCEDURAL BACKGROUND**
5
6

7 In August 2015 Defendant Purchased vacant land located in Arizona from Plaintiff sight
8 unseen via Ebay for \$1,325. Defendant at the time was a Licensed Real Estate Agent in the State
9 of Michigan. Defendant then received the recorded deed from Plaintiff and left a Positive
10 feedback remark for Plaintiff stating. "SELLER WAS SUPER FAST TO REGISTER
11 DEED.GREAT COMMUNICATION.5 STARS " Defendant emailed Plaintiff stating she saw
12 that Mohave County had already put the Property in Her name on their website.
13

14 February 2016 Defendant emailed Plaintiff alleging that other people owned the parcel of
15 Land Plaintiff sold her and that there was about \$246 owed in taxes.

16 Defendant then went on to high profile website ripoffreport.com on 10 different occasions
17 from February 2016 to March 2017 stating that Plaintiff is a criminal, sells real estate he does not
18 own, uses aliases, does not have a drivers license, stalks people, runs a criminal enterprise, said
19 Plaintiff is insane, rents three different post office boxes.
20

21 Plaintiff filed a complaint against Defendant's Real Estate License, and State of Michigan
22 investigated the transaction and found that Defendant violated the law and censured her license.
23
24 April 2017 Plaintiff filed this lawsuit against Defendant.

Procedural History Related to the Defendants' Default

On March 8th, 2019 Plaintiff and Defendant participated in a Mandatory Settlement Conference with Honorable Judge Foley, both parties attended and no settlement was reached, Your Honor Filed Order ECF 139 ,that Ordered that Both Parties were to prepare Individual Proposed Pretrial Orders following the format of Local rule 16-4 and Exchange them with each other, no later than March 29th, 2019, and thereafter meet and confer and either file a Joint Pretrial Order or a Status Report stating the inability to agree on a Joint Pretrial Order by April 5th, 2019.

March 29th, 2019 Plaintiff prepared his Individual Proposed Pretrial Order in the Form outlined in Local Rule 16-4 and emailed it to Defendant/Counterplaintiff and followed up twice by email and phone. Defendant never responded. Plaintiff filed an individual status report (ECF 140).

Plaintiff then filed Motion to Dismiss/Strike (ECF 141) for Defendant's failure to participate in the Joint Pretrial Proposed Order preparation process and for Defendant disobeying The Court's Order (ECF 139) . Plaintiff also filed Motion for Default Judgment (ECF 142.) Both Motions were unopposed.

On December 12th, The Court ruled on Plaintiffs Motion 141 and 142 and Filed Order ECF

1 The Court Granted Plaintiff's Motion 141 and ordered the Clerk of the Court to Strike
2 Defendant's Answer (ECF 70) and Dismiss her Counterclaims and enter Default against
3 Defendant on Plaintiff's lone remaining libel per se claim.

4 The Court denied Plaintiff's Motion for Default (ECF 142) without prejudice and
5 directed Plaintiff to file a properly supported Motion for Default Judgment discussing the seven
6 factors outlined by the Ninth Circuit in Eitel v. McCool and identify the remedies he is asking
7 the Court to grant.

8 **Entering Default Judgment is Appropriate Because The Two Step Process For Doing so is
9 Satisfied.**

10 In light of the Court's jurisdiction over Defendant and subject matter, entering default
11 judgment is appropriate if the following two step process as articulated by the Ninth Circuit is
12 satisfied. (1) The Clerk must enter default against Defendant and (2) the party seeking the
13 default judgment must petition the Court for the Default Judgment. Eitel v. McCool. 782 F.2d
14 1470, 1471 (9th Cir 1986). Default has been entered against Defendant Schinzel (ECF 146). It is
15 now appropriate for the Court to Enter Default Judgment.

16 In Eitel v. McCool, the Ninth Circuit enumerated the following factors (The Eitel
17 Factors) for a district court to consider an application for default judgment:

18 (1) potential prejudice to the plaintiff; (2) the merits of the plaintiff's substantive claim; (3) the
19 sufficiency of the complaint; (4) the amount of money at stake in the action; (5) the potential
20 disputes as to material facts; (6) whether the default was due to excusable neglect; and (7) the
21 strong federal policy favoring adjudications on the merits

1 782 F.2d at 1471-72 "in applying this discretionary standard, default judgments are more often
2 granted than denied" Pepsico v. Triunfo-Mex, Inc 189 F.R.D. 431, 432 (C.D Cal 1999) Upon
3 entry of default, all well pled facts in the complaint are taken as true, except those relating to the
4 amount of damages. Televideo Sys In v. Heidenthal, 826 F.2d 915, 917-18(9th Cir. 1987)
5 As discussed below, upon examination of the Eitel factors, the entry of default Judgment against
6 Defendant Geraldine Schinzel is appropriate.
7

8

9 **1. The Plaintiff will be prejudiced if Court Denies this Motion.**

10 The first Eitel factor is easily satisfied. If the Court declines to enter Default
11 Judgment against Defendant Geraldine Schinzel Plaintiff will be prejudiced, because
12 without Court Intervention, Plaintiff will have no recourse attempt to repair his
13 permanently damaged reputation, recover money damages for lost profits from his real
14 estate business, and to recover money damages for future loss earning capacity.

15 Plaintiff is a full time Real Estate investor since 1999 that buys land and houses and
16 sells them for profit. Plaintiff also has a coaching business where he coaches people on
17 his methods of Real Estate Investing.

18 Defendant went on to high profile website ripoffreport.com on 10 different
19 occasions from February 2016 to March 2017 and posted statements that are
20 libel per se stating that Plaintiff is a criminal, sells real estate owned by others,
21 uses aliases, does not have a drivers license, stalks people, runs a criminal
22 enterprise, said Plaintiff is Insane, said Plaintiff is being investigated for illegally
23

1 selling land across state Lines. Defendant posted if you do business with Plaintiff
2 he will stalk your family and friends. SEE EXHIBITS A Through F
3 As a result of Defendant's statements Plaintiff's reputation has been
4 permanently damaged, and is in dire need of Online Reputation Management.
5

6 Online Reputation Management for these statements posted online is an expensive
7 endeavor and ongoing. Plaintiff has received quotes from \$3000 a month to \$18,000 a
8 month.

9 The techniques that will be used by the online reputation companies will attempt to
10 suppress the statements by putting good positive content online referencing Plaintiff and
11 Plaintiff's company and hope to rank them on page one and page 2 of Google and
12 hopefully push the Defendant's statements back to page 3 or 4 of google.
13

14 This does not in anyway remove the statements from ripoffreport , so if any prospective
15 customer goes to ripoffreport.com and searches by Plaintiff's name or Company name
16 they would see the statements posted by the Defendant, and thus the damage done to
17 Plaintiff's reputation is permanent.
18

19 Plaintiff has lost buyers for his real estate as a result of Defendant's posted
20 statements. Plaintiff has sellers of real estate refuse to sell to him as result of Defendant's
21 statements. Plaintiff has lost established customers and referrals as a result of
22 Defendant's posted statements.
23

24 Plaintiff will incur loss earning capacity in the future as a result of Defendant's
25 statements posted online. Plaintiff will suffer lost opportunities in the future.
26
27

1 Plaintiff will continue to be damaged by the Defendant's statements that will stay
2 online forever. With a Default Judgment and an Award of Monetary damages, Plaintiff
3 can forward the Court Order to google and ask them to remove Defendant's statements
4 from the search results. Google has been known to agree to this at times.
5

6 Court intervention is the only recourse available to Plaintiff. Plaintiff will suffer
7 absent of entry of Default Judgment against Defendant.

8 **(2) the merits of plaintiff's substantive claim and Sufficiency of the Complaint.**
9 Eitel factors 2 and 3.

10 The Plaintiff's Complaint alleges Defendant Schinzel posted statements on
11 ripoffreport.com from February 2017 til March 2017 about Plaintiff that are libel per se.
12 *The Court finds that the factual allegations of the Complaint, taken as true, adequately
13 support the alleged violation of these laws. See Geddes, 559 F.2d at 560 (holding that, at
14 default judgment stage, court must take as true factual allegations of the complaint,
15 except those relating to damages).*
16

17 Plaintiff's Complaint adequately alleges that the 1. defendant made false and
18 defamatory statements concerning the plaintiff. 2, the defendant made an unprivileged
19 publication to a third party. 3, that the defendant acted at least negligently in publishing
20 the communication. Complaint adequately alleges that the Statements about the Plaintiff
21 that are defamation per se, libel per se By publishing that he was involved in criminal
22 activity had a "loathsome," contagious or infectious disease that a person was unchaste or
23
24

1 engaged in sexual misconduct that a Plaintiff was involved in behavior incompatible with
2 the proper conduct of his business, trade or profession . SEE EXHIBITS A through F
3 **These two factors favor entering default judgment.**

4 **Sum of Money at Stake**

5 **The 4th Eitel factor**

7 The fourth Eitel factor takes into account the amount of money at stake and the
8 seriousness of the defendant's conduct, which involves an assessment of whether the
9 recovery sought is proportional to the harm defendant's conduct has caused
10
11 The Money at stake in this action is \$300,000 . Plaintiff who is a full time real estate
12 investor since 1999 . Plaintiff has been damaged by Defendant's statements, because as a
13 direct result of Defendant's statements, Plaintiff had sellers refuse to sell properties to
14 him, and Plaintiff will continue in the future having sellers refuse to sell to him based on
15 Defendant's posted statements.

16 Defendant's statements about Plaintiff are libel per se statements.
17

18 **Damages which will be presumed if the defamation tends to injure plaintiff in his
19 business (defamation per se).**

20 Plaintiff has had buyers refuse to buy from him based on Defendant's posted
21 statements, and will continue in the future having buyers refuse to buy from him based on
22 Defendant's posted statements.
23
24
25
26
27

1 Plaintiff has lost established customers and will continue to lose established
2 customers as a result of Defendant's posted statements. Plaintiff will need to pay for
3 Online reputation management from now until the end of his work life in 15 years.
4 SEE Exhibit G text exchange between a seller Victoria Schmeadal and Plaintiff when
5 she refused to sell him a 10 acre property in Mohave County for \$1,000 based on the
6 defendant's comments. Plaintiff at that time had routinely been selling the 10 acres in
7 this area to a long time buyer for \$10,000. Plaintiff lost \$9,000 on that one deal.
8

9 **Plaintiff has had buyers refuse to buy properties from him after reading the**
10 **Defendant's libelous statements.**
11

12 SEE Exhibit H, is a Text exchange between Plaintiff and Prospective Buyer. The Buyer
13 called Plaintiff about 6 houses that Plaintiff owned that he was selling.
14 The Buyer had already been buying investment houses in the same area as Plaintiff
15 houses. In the conversation the buyer explained he liked the area and liked the prices as
16 well.
17

18 Both parties continued the conversation by text where the buyer abruptly said he
19 was no longer interested, and Plaintiff asked if it was the houses, or the area and the buyer
20 stated no, it was the comments he just read on google about Plaintiff and said don't
21 contact him anymore SEE EXHIBIT H. Potential \$30,000 loss on that sale.
22 Plaintiff lost an established customer as a result of the libelous statements posted by
23 Defendant. Plaintiff customer no longer wanted to do business with Plaintiff after reading
24 Defendant's posted statements.
25

1 Customer Leticia Jimenz saw Defendant's statements and asked Plaintiff to call her
2 immediately which he did and the customer was yelling and cursing at Plaintiff and said
3 she was not happy because she believes based on what she read that Plaintiff was a
4 criminal and a scam artist, customer asked if it was not true why did the Defendant post
5 all of those things numerous times. No matter what Plaintiff said the Customer was done
6 doing business with the Plaintiff. Plaintiff explained they still had remaining payments on
7 the land they were buying and they need to be paid regardless as to what they believe.

8
9 SEE EXHIBIT I.
10
11

12 Plaintiff lost referrals as a result of Defendant's Posted statements.
13 Plaintiff has a customer Paul Waweru who had purchased two properties from Plaintiff
14 and was planning on purchasing more, and Paul had referred three of his friends who had
15 contacted Plaintiff and they wanted to purchase properties from Plaintiff also.

16 The three friends searched Plaintiff's name online and found defendant's posted
17 statements online and told Paul they won't buy anything from Plaintiff based on what
18 they found and Paul contacted Plaintiff and let him know. SEE EXHIBIT J. TEXT
19 EXCHANGE
20

21 **Plaintiff lost those referrals and those three never spoke to Plaintiff again.**
22

23 When Plaintiff loses a sale it is not just the initial sale that is lost, it can equate to
24 \$20,000, \$40,000 or \$100,000 because, the lifetime value of the customer. Plaintiff has
25
26
27

1 had customers who have spent more than \$100k with him and it all started with that first
2 sale.

3 It is impossible for Plaintiff to know exactly which customers will become long term
4 buyers who spend \$100k, and it is also impossible for Plaintiff to know which
5 prospective customers would refer Plaintiff a buyer who would spend \$100k dollars with
6 him.

7 What Plaintiff can say with certainty and can prove is that he has had repeat
8 customers and referral customers that have spent from \$25k up to \$150k with him and
9 repeat business and referrals is a regular part of his business.

10 When Plaintiff loses a Sellers deal it is costly. Some Sellers will sell the Plaintiff a
11 property that has the potential to make Plaintiff \$20,000 or more. When the Plaintiff
12 loses a deal with a seller because of Defendant's posted statements they are
13 detrimental to Plaintiff.

14 These loss of customers and revenue cited in this Motion is only the tip of the
15 iceberg, because most people who refuse to do business with Plaintiff usually do not
16 write in a text or in an email, they just go away. Most of Plaintiff's business is conducted
17 over the phone, so Plaintiff hears it verbally from sellers and buyers who refuse to do
18 business with him based on Defendant's posted statements.

19 For Plaintiff to implement Online Reputation Management to attempt to suppress
20 Defendant's posted statement is very expensive.

1 Plaintiff received two recent quotes from Online Reputation Management Companies
2 and the 1st quote was a \$3000 set up fee and \$3000 to \$5000 for 6 to 12 months, with no
3 guarantees. \$21,000 to \$63,000 a year total for Quote # 1 SEE ATTACHED EXHIBIT K
4 Quote # 2 is \$18,000 a month for 12 Months. \$216,000 a year. SEE ATTACHED
5 EXHIBIT L
6

7 There are no Guarantees that the work the reputation management company will do
8 will work , because they don't control google, and they don't control ripoffreport.com
9 and google does not divulge their ranking factors, so it is trial and error and an expensive
10 guessing game.
11

12 This does not address ripoffreport.com directly because, the Defendant's posted
13 statements will always remain on and be there on ripoffreport.com so prospective
14 customers who go directly to ripoffreport.com and search by Plaintiff's name or his
15 Company name Summit Ventures LLC they will see Defendant's posted statements about
16 Plaintiff. .
17

18 Defendant's statements will stay online forever, so Plaintiff will continue to be
19 damaged . Plaintiff will have to pay for online reputation management for at least 15
20 years, before Plaintiff retires. Therefore Plaintiff should be compensated for the
21 permanent damage.
22

23 This factor favors entering default judgment.
24

(5) the potential disputes as to material facts;

25 **The 5th Eitel factor**
26

1 The Fifth Eitel factor concerns potential disputes about material facts. Here, the great
2 majority of operative material facts supporting Plaintiff's claim of Libel Per Se have
3 been deemed admitted as a matter of law by virtue of Defendant's default and the entry of
4 default against the defendant. An allegation other than one relating to the amount of
5 damage is admitted if a responsive pleading is required and the allegation is not denied.
6

7 Defendant's failure and/or refusal to litigate this case for the past nine months
8 demonstrates that she has had ample opportunity to dispute Plaintiff's allegations and
9 arguments and did not do so, thus making it unlikely that Defendant Schinzel will
10 demonstrate the existence of any disputed facts.
11

12 Defendant was unwilling to participate in the Joint Proposed Pretrial Order process,
13 where she would have had to cite and attach evidence she would rely on at trial.
14

15 Defendant chose not to participate because there is no evidence that would support
16 the false libelous statements she posted online. Defendant chose to violate the Court's
17 order which resulted in the entry of default against her, which is clear indication and
18 highly unlikely Defendant Schinzel will demonstrate the existence of any disputed facts.
19 This factor favors entering default judgment.

20 **Excusable neglect** The sixth Eitel factor considers whether the default has
21 resulted from excusable neglect.
22

23 Defendant was defaulted for failure to comply with court order and failure to
24 participate in the Joint Proposed Pretrial Order process.
25
26
27
28

Defendant has not appeared in this case in nine months, so that can not be considered excusable neglect. That is willful and intentional.

Decision on the merits The final Eitel factor considers the strong policy preference for resolving cases on their merits.

Defendant's disregard for this Court's orders and the FRCP, and failing to appear in this case for the last nine months make it next to impossible for any eventual decision on the merits. The Plaintiff, on the other hand, has supported its allegations, throughout this litigation, with numerous declarations and exhibits.

This factor favors entering default judgment.

For the foregoing reasons the Court should enter Default Judgment against Defendant Geraldine Schinzel in favor of the Plaintiff on Plaintiffs sole remaining claim of Libel Per se In Amount of \$300,000 in special damages, presumed, actual, and punitive damages.

Respectfully Submitted this December 9th, 2019

Kenneth Dinkins Pro Se
9811 w. Charleston # 2-683
Las Vegas, NV 89117
702 900-1625

1

2

3 **CERTIFICATE OF SERVICE**

4 I HEREBY CERTIFY that on date indicated below, I served a true and correct copy of the
5 foregoing Motion for Default Judgment in the United States Mail, with first-class postage
6 prepaid, CERTIFIED MAIL addressed to the following

7 **Pro se : Geraldine Schinzel**

8 **7243 Arcola**

9 **Waterford, Mi 48329**

10 _____
11 DATED: ,December 19th 2019,

12 _____
13 *(Signature)* _____
14 _____
15 *Kenneth Dinkin*

16 *(Print name)*

17

18

19

20

21

22

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28

Exhibit 1 Plaintiff Kenneth Dinkins Affidavit in Support of Motion for Default Judgment

Kenneth Dinkins Pro Se
9811 w. Charleston # 2-683
Las Vegas, NV 89117
702-900-1625
SunsetFlipus@gmail.com

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

MR Kenneth Dinkins Individually.

Case No.2:17-cv-01089-JAD-EJY

Plaintiffs,

V.

Geraldine Schinzel

**Affidavit OF Plaintiff
KENNETH DINKINS IN
SUPPORT OF PLAINTIFF'S
MOTION FOR DEFAULT
JUDGMENT**

Defendants.

1. KENNETH DINKINS being first duly sworn, deposes and says as follows.

I am the Plaintiff in this matter. I have personal knowledge of the facts and circumstances for the statements set forth below, except where I am stating upon my information and belief , and for those I believe them to be true. I am making this Affidavit in support of my motion for Default Judgment.

2. Plaintiff Kenneth Dinkins is a Real Estate Investor full time since 1999 till present and has bought and sold thousands of properties in more than 16 states, Plaintiff's LLC is Summit Ventures LLC.

3. Plaintiff has had customers who have spent \$20,000 to more than \$100,000 with him over the years and lots of repeat business.

4. Plaintiff also has a Coaching business where he teaches his methods of real estate investing and has done so since 2000.

5. Plaintiff has used ebay to advertise and sell properties since 1999.

Plaintiff advertised a vacant lot owned by his LLC for sale in as-is with a disclaimer on ebay in August 2015.

6. Defendant won Plaintiffs auction for the property and purchased property sight unseen.

7. Defendant never asked any questions prior to purchasing the property, and gave the names for the deed Geraldine Schinzel and Laurel Hellhake as joint tenants.

8. Defendant paid Plaintiff by Paypal \$1,325.

1 9. At the time of the Transaction Defendant was a Licensed Real Estate
2 Agent in the state of Michigan.

3 10. Plaintiff recorded the deed and emailed defendant a copy of the recorded
4 deed.

5 Defendant left Plaintiff a positive feedback on ebay, saying "Seller was super
6 fast to register deed, Great Communication 5 stars"

7 11. Defendant Sent Plaintiff an email stating she saw on the Mohave
8 Assessors site that they had already switched the property to her name and
9 acknowledged she received the recorded deed.

10 12. Defendant sent Plaintiff an email on 2-15-16 at 10.32am stating that
11 the land she purchased from the Plaintiff has multiple owners assigned to it,
12 and a lien for back taxes, and other owners on it.

13 13. Defendant then sent another email at 17 minutes later at 10.49am
14 stating that she looked Plaintiff up on Ripoffreport.com as a real estate scam
15 artist and said she would be adding things to ripoffreport.com

16 14. From February 2016 until March 2017 Plaintiff went on high profile site
17 ripoffreport.com and posted statements about Plaintiff that are libel
18 per se.

19 **Defendants Posted Statements Below**

1 15. Kenneth Dinkins is truly a scam artist, and has been kicked off ebay for
2 selling properties that did not belong to him, and that she is in the process
3 with of working with an attorney to bring this theif to justice
4

5 (a) Beware of this Scammer his name is Kenneth Dinkins

6 (b) He is running a criminal enterprise

7 (c) She purchased a property from Plaintiff that still had someones sles
8 name on the deed.

9
10 (d) He is a pathological liar and a vulgar lowlife that prays on trusting
11 individuals.

12 (e) He is being investigated for selling land illegally across state lines.

13 (f) He rents 3 different post office boxes around his home.

14
15 (g)He also has a website where he tries to teach you how to scam people
16 the same exact way he has been doing it for years.

17 (h)Defendant published another post stating ,that Plaintiff is a criminal that
18 loves to stalk

19
20 (i) Plaintiff has no home, no job, no car.

21 (j) Plain evil through and through

22 (k) Stalks consumers.

1 (l) Defendant Posted Ken Dinkins spends an enormous amount of time hiding
2 behind the names of others. He hides out of 2 post office address, has no
3 home but actually lives in his sisters home .
4

5 (m) The simple fact that he is out there ripping people off still today doesn't change the
6 fact he's still a scammer. do not buy from this man he will stock you he will cuss at you
7 he will call you on your phone at home he'll call your family your friends

8 (n) he has no license of any kind not even a driver's license.

9 (o) Dinkins is selling real estate land owned by other people his name is not on the
10 land before you buy anything from him check and be sure that he owns it because he
11 literally owns nothing in his name.

13 16. Plaintiff has lost real estate deals from both buyers and from sellers, who
14 expressed interest in buying and selling to him, but would not move forward
15 based on the Defendant's statements on ripoffreport.com, Plaintiff will have
16 to pay for expensive online reputation management.

18 17. Plaintiff will continue to lose future deals, and opportunities because the
19 Defendant's Statements will stay of Ripoffreport.com forever

21 18. Plaintiff has suffered stress , sleepless nights and humiliation at the lies
22 published by the Defendant.

23 19. Plaintiffs intellectual property websites, domain names, coaching
24 programs, mentoring programs are rendered commercially worthless,
25

1 because Defendant published on this high profile site, that what Plaintiff
2 teaches is a scam.

3 20. Plaintiff filed a Complaint against Defendant's Real Estate License with
4 the Michigan State Real Estate Board, Michigan State Real Estate Board
5 conducted an investigation.

6 21. During the Investigation the Defendant did not make any allegations she
7 posted online about the Plaintiff.

8 22. Defendant did not make any allegations of fraud, or other names on the
9 deed, or liens on the property.

10 23. Defendant did not make any allegations and pled no contest to the
11 Complaint and her license was censured.

12 24. Plaintiff filed this lawsuit in April 2017.

13 25. Defendant Geraldine Schinzel is not an infant, and is well over 18 years
14 old. Plaintiff has seen her in person. Plaintiff has seen her Tax Returns and
15 she receives some Retirement Income , and currently works as a Elevator
16 Inspector for the State of Michigan, and Plaintiff believes her to be
17 competent, and upon belief Defendant is not an Active Military Service
18 Member.

19 26. Defendant's Answer (ECF #70) was struck and Counterclaims were
20 dismissed for disobeying a Court Order and failing to participate in Joint
21

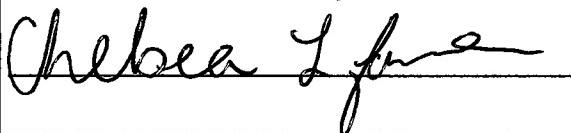
1 Pretrial Proposed Order Process. Clerk was directed to enter Default against
2 Defendant on Plaintiff's sole remaining claim of libel per se. SEE (ECF #145)
3 27. Default was entered against Defendant Schinzel on 12-12-2019 (ECF
4 146)

5
6
7 FURTHER YOUR AFFIANT SAYETH NAUGHT
8
9



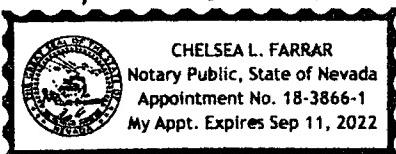
10 KENNETH DINKINS

11 SUBSCRIBED and SWORN to before
12 me this 19th day of December , 2019



13
14
15 NOTARY PUBLIC in and for said

16 County and State
17 Clark, Nevada



18

19

20

21

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Exhibit A

Exhibit A

#1 Consumer Comment

1

Employee/Owner

Ken Dinkins Is truly a scam artist

AUTHOR: Ken Dinkins the land scammer - (USA)

SUBMITTED: Monday, February 15, 2016



1 **As the other writer has disclosed,**
2 **Ken Dinkins is truly a scam artist**
3 **and was truly kicked off of eBay for**
4 **selling properties that did not belong**
5 **to him. He also left a similar**
6 **message on my phone telling me to**
7 **GO TO HELL amongst other names**
8 **he called me. I am in the process of**
9 **working with a lawyer in Nevada to**
10 **bring this theif to justice. Karma**
11 **has caught up with this scammer**
12 **because he owes 4 years of back**
13 **taxes on his own property and is up**
14 **for auction next, I think I'll buy it.**

Respond to this report!

[File a Rebuttal](#)



Exhibit B

Exhibit B

1 Beware of this scammer. His name is Ken
2 Dinkins. He used to sell Arizona vacant land on
3 eBay but has since been kicked off. He
4 searches out for land with years of back taxes
5 owed then offers the owner a few hundred
6 dollars to draw up a quit claim deed. Then he
7 resells the land, claims he is it, never has it
8 transferred into his own name, never pays the
9 back taxes and you become a payer of the
10 back taxes. After buying 4.7 Acres from him on
11 ebay ,he sends me a warranty deed to a lot
12 that has 3 years of taxes owed on it. Someone
13 else's name is still on the deed. I contact him
14 and he proceeds to call me pig, c***, b**** and
15 a host of other vile names. He claims he sells
16 thousands of properties a year. After 3 weeks
17 goes by he calls me out of the blue and says so
18 what are you going to do about it?

19 Then he calls my employer and tells them I am
20 harassing him. Here's the bottom line. This
21 creep is running a criminal enterprise and his
22 threats he thinks are a way to scare you to stop
23 investigating him or filing a complaint. Every
24 horror story posted here about him is 100
25 percent true. He is a pathological liar and a
26 vulgar low life that preys on trusting individuals.
27 He is being investigated for selling vacant land
28 illegally across state lines. He sells Arizona land from Nevada where he

← Is this
Ripoff Report
About you?

Ripoff Report
A business'
first
line of defense
on the
Internet.

If your business
is
willing to make a
commitment to
customer
satisfaction
[Click here now..](#)

Does your business have a bad
reputation?
Fix it the right way.
[Corporate Advocacy Program™](#)

[SEO Reputation](#)
[Management at its best!](#)

²⁹ lives in a small house in a bad neighborhood. He brags about how
³⁰ wealthy he is but has absolutely nothing to show for it. He rents 3
³¹ different post office boxes around his home. He also has a website
³² where he tries to teach you how to scam people the same exact way he
³³ has been doing it for years.

This report was posted on Ripoff Report on 03/27/2016 06:41 PM and is a permanent record located here: <http://www.ripoffreport.com/reports/ken-dinkins-summit-ventures/las-vegas-nevada/ken-dinkins-summit-ventures-summit-ventures-ken-dinkins->

Exhibit C

Exhibit C

#10 Author of original report

Beware of Summit Ventures LLC Ken Dinkins

AUTHOR: - 0

SUBMITTED: Thursday, May 19, 2016

X

1 This is what many people are referring to when this criminal stalks
2 and loves to harass you. He truly can't help himself. Plain evil through
3 and through. He obviously has way too Mach time on his hands, well
4 it's because he has No JOB, no Car, no home basically nothing in his
5 name. Instead he stalks consumers with his obvious extra time.
6 Beware of Summit Ventures and Ken Dinkins or you'll be you next
7 one on Ripoff Report warning others about this lower than low
8 criminal. Beware of anyone like him who claims to own anything but
9 he has no proof of it. Do your homework and research on this guy.
10 The lies are hilarious, he makes it up as he goes along. He is
11 absolutely insane. All this because he couldn't afford to pay his back
12 taxes and sold the land under false pretenses. Pay your d**n taxes
13 dude, what is wrong with you??? Crazy

Exhibit D

Exhibit D

Beware of Summit Ventures LLC Ken Dinkins

AUTHOR: - ()

SUBMITTED: Friday, May 20, 2016

1 You are both a couple of children. Ken has videos that show you
2 how to buy land knowingly it is not free of back taxes dumps it on the
3 unsuspecting buyer. All the lies and garbage he latter posts about the
4 buyer after he's been caught and confronted shows what a pethetic X
5 person he is. He must spend his every awaking moment devising new
6 schemes. It's evident he has absolutely nothing going on in his life
7 with all the time he spends post trash about people on YouTube and
8 his pethetic websites. Ken Dinkins spends an enormous amount of
9 time hiding behind the names of others. He hides out of 2 post office
10 address, has no home but actually lives in his sisters home. He holds
11 no credentials, no license, certificates or anything of higher education
12 yet he spends his every waking hour harassing those of us who have
13 Made a name for ourselves, obtained professional licenses and a
14 higher standing in the community. He spews lie after lie ,calls me out
15 of the blue to cuss and harass me (which I have on recording)
16 because he Thinks he can hide behind a computer and cyber bully
17 people into not exposing what scam he has been perpetuating. In a
18 world filled with cheats, scammers and thieves ,thankfully there's
19 Ripoff Report to help the honest consumer warn others before they
20 end up having to deal with people like Ken Dinkins. Eric or whatever
21 the name your hiding behind is, tell your jobless scammer buddy to
22 go ahead and keep posting his lies to try and save face because I
23 can only imagine how it must really suck living at the bottom of the
24 rung of society, hiding constantly. All the names he hides behind I'll
25 bet that Ken Dinkins is really Eric posting as his one friend. Lol.

Exhibit E

Exhibit E

Beware of Summit Ventures LLC Ken Dinkins

AUTHOR: - ()

SUBMITTED: Friday, May 20, 2016

- 1 As far as liar and stalker ken dinkins you're the one calling me once
 - 2 a week looking for attention. I have you recorded and that along with
 - 3 tge filthy emails and your admission to nit pay your back taxes and
 - 4 your own administration that you sell land with back taxes owed is
 - 5 what is under investigation and why your "and I use this term lightly"
 - 6 business is coming to an abrupt end.
-

Exhibit F

Exhibit F

#1 Author of original report

✓13

Employee/Owner

Ken Dinkins the stalking freak

AUTHOR: - ()

SUBMITTED: Wednesday, March 08, 2017



1 As this freak Ken Dinkins is saying my sanction is simply for not
2 telling him I am a real estate license real estate A salesperson which
3 he has no license of any kind not even a driver's license. But I am still
4 a realtor and the simple fact that he is out there ripping people off
5 still today doesn't change the fact he's still a scammer. do not buy
6 from this man he will stock you he will cuss at you he will call you on
7 your phone at home he'll call your family your friends because simply
8 he has no other life. he has no qualifications he has no license is he
9 simply is a scammer so beware. I am still selling real estate I have
10 several licenses I own my own business where is he is just a broke
11 scammer. 10 Dinkins is selling real estate land owned by other
12 people his name is not on the land before you buy anything from him
13 check and be sure that he owns it because he literally owns nothing
14 in his name.

Exhibit G Text exchange with Seller

EXHIBIT G

(330) 285-0940



:

**Mr. Dinkins...I did some checking
(Google) & due to information
found, we will not be doing
business with you.**

Thank you.

Victoria Schmiedel



(330) 285-0940 • Mar 25, 2016

Exhibit H Text exchange with prospective buyer

EXHIBIT H

(812) 200-9624



:

Will call u right back

K

Nov 13, 2018



Ok

(812) 200-9624 • Nov 13, 2018

Hi Sam, Here are six houses I
have coming up
[http://workwithkennyd.com/2018/
index.php/louisville-houses-for-
sale-wholesale-2/](http://workwithkennyd.com/2018/index.php/louisville-houses-for-sale-wholesale-2/)

Here is the 7th house
[http://workwithkennyd.com/2018/
index.php/2415-garland-ave-
louisville-ky/](http://workwithkennyd.com/2018/index.php/2415-garland-ave-louisville-ky/)

let me know if you are interested
in these ? thx

K

Nov 13, 2018

Not interested



Thx

(812) 200-9624 • Nov 13, 2018

Ok thx

Is it the area or the houses ?

K

Nov 13, 2018

40

(812) 200-9624



Your name pulls very bad reports
in google



Is this a scam ?

(812) 200-9624 • Nov 13, 2018

no this is not a scam, and the
person is being sued i federal
court for \$200,000 right now

hold on and and I will send u the
link

Here u go.

[https://dockets.justia.com/docket/
nevada/nvdce/2:2017cv01089/
121973](https://dockets.justia.com/docket/nevada/nvdce/2:2017cv01089/121973)

The woman is a liar and even her
attorney quit on her

anyone can put anything on the
internet and the doesnt mean it is
true

in the real world if someone
comitts fraud they go to prison
and there are arrest records

here is her attorney quitting the
case

[https://www.leagle.com/decision/
infco20180606d72](https://www.leagle.com/decision/infco20180606d72)



NOV 13, 2018

Sorry



Don't call me

(812) 200-9624 • Nov 13, 2018

**whatever u believe anything you
ready. Not smart enough to know
that anyone can post anything
online**

no problem wont call u again



Nov 13, 2018



(812) 200-9624 • Nov 13, 2018

Exhibit I email exchange with established customer

EXHIBIT I

leticia jimenez <leticiacruzjimenez@yahoo.com>
to me ▾

Fri, May 20, 2016, 1:50 PM



Ken_Summit Ventures LLC

9811 w. Charleston # 2-683
Las Vegas, Nv 89117

I was looking for my document but couldn't find anything. I researched your phone number in hope to get our agreement. I was shocked to find your name in several complaints on a rip/off site. I have struggled to invest the money for this land and now in the final stages I am concerned the land will not truly be mine. What can be done to ensure my money has not been part of the scam? I will receive more than a quiteclaim, since the goal is to build on the land.

Please give me a call, 520 251-8000



Leticia

Ken Dinkins <sunsetflipus@gmail.com>
to leticia ▾

May 20, 2016, 2:15 PM



Leticia,

Its real simple. Your pay for the land as per the contract and you get the deed recorded with one business day.
If you dont make the payments per the contract, the contract gets canceled and all money is retained by the seller.
If you read the site you have saw my response my website showing this person is a stalker.
I have been always responsive, you guys just asked me if you could pay me after the 20th, and now you pull this stuff. Im not happy about it.



Ken.

Ken Dinkins <sunsetflipus@gmail.com>

to leticia ▾

Leticia,

After our conversation, Im not being no more Mr nice guy. Its straight business. The contract is the contract. Your payment is due before the 15th of each month and needs to be received by then, or its late. If payment is not received by then, I will move forward with action to cancel the contract. Your feelings, do not change the terms of the contract.

...

Ken

May 20, 2016, 3:12 PM



Exhibit J email and Text exchange with established customer

EXHIBIT J



mkiambu <mkiambu@yahoo.com>
To: K.D <jaunto_2000@yahoo.com>

Apr 1, 2016 at 8:01 AM

[Print](#) [Raw message](#)

Hey,

I guess I am accustomed to the idea of a Title deed, I know that's the best w. So I get the online recording however I do want the county stamp on there. Can I walk into the county and requested that? And I do believe they upload it oftenly because they showed that you had recorded it on the 14th by the 17th but no transfer of ownership. About the second lot, I understand why you wouldn't wanna tie up your cash. Thanks for explaining. I am just being weary about online deals. By the way you have some bad reviews online.

Me: Those are not reviews those r jealous broke haters who have no life. Did they show proof or reference a lawsuit ? of course not. Anyone can put anything online and doesnt mean its true. 12:12 PM

+14805162871: How can someone use it to steal from you? How is the property connected to your other properties 12:13 PM

+14805162871: Well I understand that but usually a business that had bad reviews poses questions to a customer 12:14 PM

Me: Better questions is why are the posters anonymous. How come they didnt reference a lawsuit or arrest. Who owns the site . is the owner of the site a criminal . these r good questions. Sucess always breeds haters. 12:14 PM

+14805162871: I wasn't aware of those reviews but my friends wants to buy land from you which I believe some of my friends already contacted you had questions about it since they checked you out. They want to know how my transaction went. 12:17 PM

Me: No problem. Thats actually not checking anyone out thats just looking online and makingg assumptions on false information. Checking someone out would be looking at facts like transactions and recorded records. Thats how its done. Take care. Yes i heard from daniel 12:29 PM

+14805162871: Well I haven't had any problems..,am a risk taker anyways 12:32 PM

+14805162871: Right, if all goes well.....so can you teach me to do what you do? 12:36 PM

Exhibit K Online Reputation Quote # 1

EXHIBIT K

Ken Dinkins <sunsetflipus@gmail.com>

Thanks for contacting us! What time is convenient for you?

Lisán Strugar <l@reputationx.com>
 To: Ken Dinkins <sunsetflipus@gmail.com>

Mon, Dec 16, 2019 at 2:07 PM

Hi Ken,

Thanks for your time on the call last week.

I'll quickly recap our conversation here....

WHAT WE DO

We talked about a suppression project, which actually entails brand building. While you have some properties that talk about what you do, they are not considered as relevant as what's being said on the court sites. We would work to improve what you currently have in place, wherever we can, while expanding information about you by creating new content about you. All of this would be promoted with very targeted Search Engine Optimization. Our goal would be to suppress negative content, while strengthening your positive content by clearly communicating your brand message.

INVESTMENT

For a project like this, the investment would be \$3,000 per month, or \$5,000 per month, depending on how quickly you want to see results. A higher investment means more goes into your campaign to affect change. This typically translates into an accelerated timeline: we can get it done faster.

There is a one-time fee of \$3,000 at the beginning of each project that goes into research, strategy-building, communications internal and with you, and content at the end of the first month. We ask for a 6-month commitment.

TIMELINE

While it's difficult to say exactly how long a project will take, we've seen that, on average, it takes 6 to 12 months to achieve the goals of a project. Sometimes it takes less time, sometimes more.

A few factors can affect the timeline: Google's algorithm changes, the strength of the negatives, activity on the part of detractors, and - particularly impactful - the timeliness on the part of the client to produce assets and approvals (the faster we get these, the sooner we can post new content, and the faster results tend to move).

If you decide to move forward, I can create a formal proposal, then a marketing agreement which can be signed electronically. Our finance team would then reach out to you for payment information. Once payment is completed, we officially start with a meeting that includes you and the team. Note about payment: clients driven by urgency like to give a credit card for at least the first payment. It's quick and allows us to get started right away.

If you or your wife have any other questions, please don't hesitate to reach out.

Lisán Strugar
reputationx

www.ReputationX.com
 415-233-8773 | Schedule a time to talk

[Quoted text hidden]

Exhibit L 2nd Online Reputation Quote

Kenneth (Ken) Dinkins

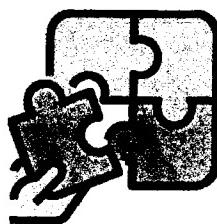
Reputation Management Strategy Plan



About DMA

122 N. Michigan Ave., Suite 1000
Chicago, IL 60601

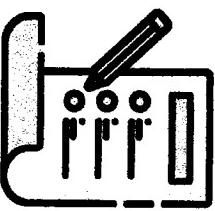
Understanding Your Business.



DMA is dedicated to learning about and understanding your business. By building a relationship with each of our clients, we can ensure our marketing strategy is built with the sole focus of solving the problems your business faces. Each of our marketing campaigns is built with the client's needs in mind to solve the greatest marketing problems.

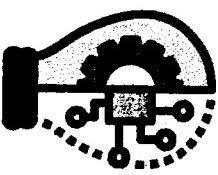
Best Practices & Latest Innovations.

We are committed to using the best practices and staying on top of the latest innovations in digital marketing. Marketing strategies are being developed every day to find new ways to reach web users with the right marketing message. Whether it's a paid 'advertising campaign', new ways to improve search results, or better ways of connecting on social media, we are constantly looking for the newest and most innovative ways to connect your brand with your online audience.



Transparency and Forward Strategies.

We are committed to being transparent with our clients. The reports are created for an understanding of the efforts put into their campaign and its expectant or achieved results. To provide our clients with long-term value, we prioritize transparency and consistent communication. Our team will stay in touch with you on a regular basis to help guide you through our ongoing strategies for your current campaigns. In case of any questions or concerns, please do not hesitate to contact us.



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Kenneth (Ken) Dinkins

ORM SCOPE OF WORK



Search Protection

- **Personal Name and Brand Keywords Protection**
- **SE Wipeout**
- **Rich Snippets**

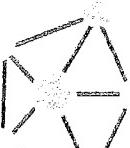
Ensures positive results on search engines when Kenneth Dinkins or Ken Dinkins and related phrases are searched.



Removal/Replacement/Burial of search results showing negative information.



Authorship and Micro formats compliance to show Google validated data about your name when searched.



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Damage Repair

- **Dialogue Control**

Aggressively address bad PR and negative comments.
Connect with posters to remove negative information (as applicable or beneficial).
Manage rebuttals and positive review publishing across third-party sites.

- **Negative Review Burial Replacement**

Ensure negative reviews are taken down or replaced by positive reviews on third-party sites.

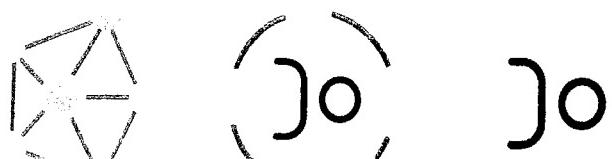
- **Microsites/Decoy Sites**

Development of campaigns and purpose specific websites.



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55

Branding on Social Media

56

- **Channel Management**

Social Media channels managed and ghost-run by experts

- **Community Development**

Generate an ever-increasing amount of fans, followers, and likes.
Ongoing visitor engagement.

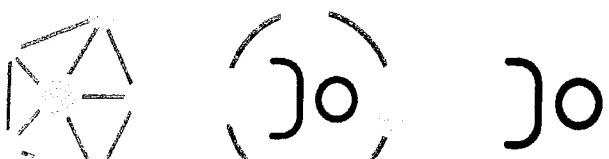
- **Social Posts**

Campaign specific postings across Socio-sphere

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Kenneth (Ken) Dinkins

ORM Plan



Monthly Marketing Plan

Our ORM program includes strategic tasks that will help rebuild and boost your online presence. This phase will entail reassessing any recurring tactics for each and every online marketing campaign.



Reputation Monitoring

We will review all negative links spoiling your name and brand reputation in the search engines. Strategies are designed and executed accordingly.



Content Marketing and Promotion

We will be creating unique and high quality content relevant to your name and brand. This content is disseminated online across many different resources.



Social Media

We will create accounts on social media channels for real-time positive reputation initiatives and links.



Micro Sites

Creating micro sites increases the density of positive links on SERP^(P) Page 1 to demote negative links. We will create micro sites that include several pages for effective promotion.



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ORM Deliverables

Aggressive

\$18,000 per month, USD

Content Marketing & Promotion

- Informational Article Writing
- Guest Blog Writing & Posting
- PDF/DOC Writing & Posting
- PPT Submission (provided by client)
- Blog Commenting
- Question-Answer Submissions
- Social Bookmarking (Articles & Blogs)
- Social Bookmarking (Website URLs)
- Local Citation Building (where applicable)
- Infographic Design & Submission (in 3 months)
- Video Submissions (provided by client)
- Press Release Submissions (provided by client)
- Blog setup (Wordpress, Blogspot, Tumblr, etc.)
- Creation of Ning Social Network
- Brand Page Creation

Social Media

- Facebook & Twitter Account Setup
- LinkedIn Profile Setup
- LinkedIn Regular Updates
- Facebook Profile Posts (timeline updates)
- Twitter Posts
- Instagram Posts with Trending Hashtags
- Cover Photo Designing for Social Media Profiles (one per 6 months)
- Community Participation (comment/replies)
- YouTube Management & Community Engagement



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6 C